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6. Reaffirmation of Original Loan Documents: Except as specifically modified herein, or as previously modified, all of the terms and provisions of the Note, Security Instrument, Loan Agreement, and all other documents executed by the parties hereto in connection with the original loan are ratified and reaffirmed by the parties hereto, and are incorporated herein by reference.

BORROWER acknowledges the validity and enforceability of the original loan transaction and all documents executed pursuant thereto.

7. Extension of Guarantees, Pledges and Other Security: All guarantees, pledges and other forms of security which are security for the original loan shall also secure the loans as modified by this Agreement.

8. Offer of Modification: This Modification of Loan Agreement, when executed by the BORROWER, shall constitute only a request to the LENDER to modify the original loan, and it shall have no force or effect unless and until it is accepted by LENDER at its offices in Boston, Massachusetts.

9. Choice Of Law: The parties have and do select Massachusetts law to govern this transaction because of substantial contacts of the LENDER to, and the relationship with, Massachusetts, including but not limited to the facts that Massachusetts is LENDER'S sole domicile and the location of its only office; the Agreement becomes effective only upon execution by LENDER in Massachusetts; and Massachusetts is the sole place of disbursement of funds, payment of principal and interest and thus the place of performance.